

**THIRD AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 27808**

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**THIS THIRD AMENDMENT** (“Amendment”) to Tulare County Agreement Number 27808 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **DLR GROUP Inc.** (“CONTRACTOR”) as of March 17, 2020, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on August 30, 2016, for the purpose of providing architecture and engineering services for the Sequoia Field Programming Facility Project (“Project”); and
- B. The COUNTY and CONTRACTOR entered into an Amendment to the Agreement on December 5, 2017 to provide \$58,000 in additional compensation for CONTRACTOR; and
- C. The COUNTY and CONTRACTOR entered into another Amendment to the Agreement on January 28, 2020 to add \$172,300 in additional compensation for CONTRACTOR, however, the first Amendment amount was not included in the approved total compensation; and
- D. The COUNTY and CONTRACTOR now wish to amend the Agreement in order to correct the clerical error made when approving the last Amendment and add \$58,000 of compensation for the CONTRACTOR to make their current total contract \$2,920,300.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

- 1. Section 2.0 Professional Fees of Exhibit B of the Agreement is hereby amended to read as follows:

2.1	Preliminary Design Fee	<b>\$53,800.00</b>
2.2	Schematic Design Fee	<b>\$403,500.00</b>
2.3	Design Development	<b>\$645,600.00</b>
2.4	Construction Documents	<b>\$880,975.00</b>
2.5	Bidding	<b>\$53,800.00</b>
2.6	Construction	<b>\$652,325.00</b>
2.7	<u>Additional Design Services per Amendment # 1</u>	<u>\$58,000</u>
2.8	Additional Design Services per Amendment # 2	<b>\$172,300</b>
	<b>Total DLR Group Fee</b>	<b>\$2,920,300.00</b>

- 2. This Third Amendment becomes effective as of March 17, 2020.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**DLR Group Inc.**

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By \_\_\_\_\_  
Deputy

Matter # 20161406